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**IN THE UNITED STATES DISTRICT COURT**  
**DISTRICT OF UTAH, CENTRAL DIVISION**

**ROSA DITUCCI, an individual; STEVEN R. LaROZA, an individual; DEBRA A. LaROZA, an individual; BRUCE I. ROSE, an individual; MAUREEN A. ROSE, an individual; SANFORD ROBERTS, an individual; HELAINE B. ROBERTS, an individual; RUSSELL E. HERTRICH, an individual; FRED JACOB, an individual; EDWARD A. HENNESSEY, an individual; RUSSELL E. HERTRICH REVOCABLE TRUST; SANFORD ROBERTS REVOCABLE TRUST; HELAINE B. ROBERTS REVOCABLE TRUST; THE FRED JACOB LIVING TRUST; EDWARD A. HENNESSEY 2001 REVOCABLE LIVING TRUST; CAMAC, INC., a Kansas corporation; and BLUSH PROPERTY, LLC., a Florida limited liability company,**

Plaintiffs,  
v.

**CHRISTOPHER J. ASHBY, an individual; JOHN D. HAMRICK, an individual; JORDAN S. NELSON, an individual; SCOTT W. BEYNON, an individual; WILLIAM BOWSER, an**

**STIPULATION RE: MOTION TO  
COMPEL ARBITRATION AND  
DISMISS, OR, ALTERNATIVELY,  
TO STAY PROCEEDINGS  
[DKT. 125]**

Case No. 2:19-CV-00277

The Honorable Tena Campbell

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**individual; CHRIS BROWN, an individual; SCOTT RUTHERFORD, an individual; GREG DESALVO, an individual; ROCKWELL DEBT FREE PROPERTIES, INC., a Utah Corporation; ROCKWELL TIC, INC., a Utah Corporation; NOAH CORPORATION, a Utah corporation; EDMUND AND WHEELER, a New Hampshire corporation; ROCKWELL INDIANAPOLIS, LLC, a Utah limited liability company; GABRIEL MANAGEMENT CORPORATION, a Utah corporation; BELLE ISLE ENTERPRISES, LLC d/b/a 1031 PLACEMENT, a Florida limited liability company; JOHN DOES I-X, and ROE CORPORATIONS I-X,**

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**Defendants.**

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Defendants Rockwell Debt Free Properties, Inc. (“Rockwell Debt Free”); Rockwell TIC, Inc. (“Rockwell TIC”); and Rockwell Indianapolis, LLC (“Rockwell Indianapolis” or together with Rockwell Debt Free and Rockwell TIC, the “Rockwell Entities”); Christopher J. Ashby (“Ashby”); Jordan S. Nelson (“Nelson”); and Scott Beynon (“Beynon” or collectively with the Rockwell Entities, Ashby, Nelson, and Beynon, the “Rockwell Defendants”), have submitted to the Court their Motion to Compel Arbitration and Dismiss, or, Alternatively, to Stay Proceedings (Dkt. 125) (the “Motion”). The Rockwell Defendants and Plaintiffs have reached an agreement on a proposed resolution of that Motion. Thus, the Rockwell Defendants, through their counsel of record, and each of the Plaintiffs, through their counsel of record, agree and stipulate as follows:

1. The Plaintiffs and Rockwell Defendants agree to arbitrate the Plaintiffs’ claims against the Rockwell Defendants in a forum and in a manner agreed upon by the parties. In particular, the parties have agreed that the Plaintiffs’ claims against the Rockwell Defendants shall be arbitrated in Utah before one neutral arbitrator to be selected by the parties, and in

accord with the Commercial Rules of the American Arbitration Association as made consistent with the application of the Federal Rules of Civil Procedure to discovery, with discovery limited to document production and depositions and subject to further limitation by the arbitrator to secure just and efficient resolution of the dispute. The resulting judgment may be entered with this Court.

2. By agreeing to this stipulation, the parties do not intend to waive any argument that the terms of an arbitration provision that are contained in certain contracts executed by the parties and that do not contradict the terms of this stipulation do or do not control or are or are not applicable to Plaintiffs' claims against the Rockwell Defendants in the arbitration.

3. All of Plaintiffs' claims asserted against the Rockwell Defendants in this litigation shall be stayed pending the conclusion of the arbitration proceeding.

4. This stipulation shall have no effect on Plaintiffs' claims asserted against any other defendant(s).

A proposed order on the Motion conforming to this stipulation will be submitted to the Court.

DATED this 13th day of November, 2019

PARR BROWN GEE & LOVELESS

/s/ Sara Meg Nielson

Jonathan O. Hafen

Chad S. Pehrson

Royce B. Covington

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*Attorneys for Defendants Christopher J. Ashby;  
Jordan S. Nelson; Scott W. Beynon; Rockwell Debt  
Free Properties, Inc.; Rockwell TIC, Inc.; and  
Rockwell Indianapolis, LLC*

DATED this 13th day of November, 2019

DEISS LAW PC

/s/ Wesley D. Felix\*

Andrew G. Deiss  
Brenda E. Weinberg  
Wesley D. Felix  
*Attorneys for Plaintiffs*

\*Signed by filing attorney with permission

**CERTIFICATE OF SERVICE**

I hereby certify that on the 13th day of November, 2019, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which sent notification of such filing to the following:

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